

# **Exhibit 1**



**Service of Process  
Transmittal**

08/01/2011

CT Log Number 518919252

**TO:** Ruth Saunders  
CitiMortgage, Inc.  
1000 Technology Drive, Legal Dept. - Mail Station 140  
OFallon, MO 63368-2240

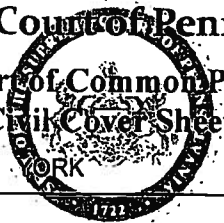
**RE:** Process Served In Pennsylvania

**FOR:** Citimortgage, Inc. (Domestic State: NY)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

<b>TITLE OF ACTION:</b>	Terry L. Herb, Pltf. vs. Citimortgage, Inc., Inc., Dfts.
<b>DOCUMENT(S) SERVED:</b>	Cover Sheet, Notice, Complaint, Verification, Exhibits
<b>COURT/AGENCY:</b>	York County - Court of Common Pleas, PA Case # 2011SU00287693
<b>NATURE OF ACTION:</b>	Quiet Title - York County, PA
<b>ON WHOM PROCESS WAS SERVED:</b>	CT Corporation System, Harrisburg, PA
<b>DATE AND HOUR OF SERVICE:</b>	By Process Server on 08/01/2011 at 09:00
<b>JURISDICTION SERVED :</b>	Pennsylvania
<b>APPEARANCE OR ANSWER DUE:</b>	Within 20 days
<b>ATTORNEY(S) / SENDER(S):</b>	Darrell C. Dethlefs 3132 Market Street Camp Hill, PA 17011 717-975-9446
<b>ACTION ITEMS:</b>	CT has retained the current log, Retain Date: 08/01/2011, Expected Purge Date: 08/06/2011 Image SOP
<b>SIGNED:</b>	CT Corporation System
<b>PER:</b>	Sabra Dudding
<b>ADDRESS:</b>	116 Pine Street 3rd Floor, Suite 320 Harrisburg, PA 17101
<b>TELEPHONE:</b>	717-234-6004

## Supreme Court of Pennsylvania

Court of Common Pleas  
Civil Cover Sheet

County

For Prothonotary Use Only:

Thursday, July 21, 2011 4:13 PM

2011-SU-002876-93

OFFICE OF PROTHONOTARY  
JUDICIAL CENTER  
2011 JUL 21 PM 4:13  
RECEIVED

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

## Commencement of Action:

- ☒ Complaint ☐ Writ of Summons  
☐ Transfer from Another Jurisdiction

- ☐ Petition  
☐ Declaration of Taking

Lead Plaintiff's Name:

TERRY L. HERB

Lead Defendant's Name:

CITIMORTGAGE, INC.

Are money damages requested? ☐ Yes ☒ NoDollar Amount Requested: ☐ within arbitration limits  
☐ outside arbitration limitsIs this a Class Action Suit? ☐ Yes ☒ NoIs this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: DARRELL C. DETHLEFS, ESQUIRE

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

**TORT** (do not include Mass Tort)

- ☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/ Defamation  
☐ Other:

**CONTRACT** (do not include Judgments)

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other

- ☐ Employment Dispute: Discrimination  
☐ Employment Dispute: Other

☐ Other:**CIVIL APPEALS**

- Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other

- ☐ Zoning Board  
☐ Other:

**MASS TORT**

- ☐ Asbestos  
☐ Tobacco  
☐ Toxic Tort - DES  
☐ Toxic Tort - Implant  
☐ Toxic Waste  
☐ Other:

**REAL PROPERTY**

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☒ Quiet Title  
☐ Other:

**MISCELLANEOUS**

- ☐ Common Law/Statutory Arbitration  
☐ Declaratory Judgment  
☐ Mandamus  
☐ Non-Domestic Relations  
☐ Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☐ Other:

**PROFESSIONAL LIABILITY**

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional:

## **NOTICE**

**Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:**

**Rule 205.5. Cover Sheet**

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at [www.pacourts.us](http://www.pacourts.us).



Darrell C. Dethlefs, Esquire  
ID # 58805  
Dethlefs-Pykosh Law Group, LLC  
2132 Market Street  
Camp Hill, Pennsylvania 17011  
Telephone – (717) 975-9446  
Fax – (717) 975-2309  
[DDethlefs@aol.com](mailto:DDethlefs@aol.com)

---

<b>TERRY L. HERB,</b>	:	<b>IN THE COURT OF COMMON PLEAS</b>
<b>Plaintiff</b>	:	<b>YORK COUNTY, PENNSYLVANIA</b>
	:	
<b>v.</b>	:	
	:	<b>No.:</b>
	:	
<b>CITIMORTGAGE, INC.,</b>	:	<b>COMPLAINT TO QUIET TITLE</b>
<b>Defendant</b>	:	
	:	

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**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**LAWYER REFERRAL SERVICE OF  
THE YORK COUNTY BAR ASSOCIATION  
(Attorney Connections)  
York County Bar Center  
137 East Market Street  
York, PA 17401  
Telephone No. (717) 854-8755**

**AVISO**

*USTED HA SIDO DEMANDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.*

*USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.*

*SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.*

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THE YORK COUNTY BAR ASSOCIATION  
(Attorney Connections)  
York County Bar Center  
137 East Market Street  
York, PA 17401  
Telephone No. (717) 854-8755**



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ID # 58805  
Dethlefs-Pykosh Law Group, LLC  
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Camp Hill, Pennsylvania 17011  
Telephone – (717) 975-9446  
Fax – (717) 975-2309  
[DDethlefs@aol.com](mailto:DDethlefs@aol.com)

---

<b>TERRY L. HERB,</b>	:	<b>IN THE COURT OF COMMON PLEAS</b>
<b>Plaintiff</b>	:	<b>YORK COUNTY, PENNSYLVANIA</b>
	:	
<b>v.</b>	:	<b>No.:</b>
	:	
<b>CITIMORTGAGE, INC.,</b>	:	<b>COMPLAINT TO QUIET TITLE</b>
<b>Defendant</b>	:	

---

**COMPLAINT**

AND NOW, this 10 day of June, 2011, comes the Plaintiff, Terry L. Herb, and brings this Complaint to Quiet Title and, in support thereof, avers as follows:

1. The Plaintiff is Terry L. Herb who currently resides at 333 Newcomer Road, Windsor, PA 17366.
2. Defendant, CitiMortgage, Inc., is a South Dakota Corporation with an address located at 5280 Corporate Drive, MC0251, Frederick, MD 21703.

3. The property which is the subject of this quiet title action is the real estate located at 333 Newcomer Road, Windsor, PA 17366. The parcel number for the property is 35-000-NL-0109.
4. A complete legal description of the property is attached hereto as Exhibit "A".
5. Title was vested in Terry L. Herb by Deed dated July 27, 1987 and recorded in the York County Recorder of Deeds Office on July 28, 1987 in Deed Book 96-K, at Page 262.
6. On June 18, 1999, Plaintiff, Terry L. Herb, deeded the property to Terry L. Herb and Scott W. Herb, her husband. The June 18, 1999 Deed is recorded in the York County Recorder of Deeds Office at Record Book 1368, Page 5997.
7. Scott W. Herb vacated the residence in January of 2010 and now resides in Wrightsville, Pennsylvania. The house is solely occupied by the Plaintiff
8. On or about April 28, 2003, Scott W. Herb refinanced the property with Allfirst, a division of Manufacturers and Traders Trust. The mortgage to this property was dated April 28, 2003 and recorded May 6, 2003 in Record Book 1565, at Page 8810. The original amount of the mortgage was \$207,544.00.
9. The mortgage at issue is attached hereto as Exhibit "B".
10. The Plaintiff's name was not on the originally prepared mortgage.

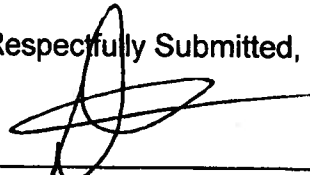
11. Plaintiff's name was added to the document subsequent to April 28, 2003.
12. Plaintiff, Terry L. Herb, did not sign the mortgage dated April 28, 2003.
13. At Record Book 1636, Page 7422, the mortgage from Allfirst, a division of Manufacturers and Traders Trust, was assigned to Cendant Mortgage Corporation. On this original assignment, the Plaintiff's name was hand-written on to the document at a subsequent date.
14. At Record Book 2016, Page 5627, an additional Assignment of Mortgage was executed between PHH Mortgage Corporation (fka Cendant Mortgage Corporation), as Assignor, and the Mortgage Electronic Registration System, Inc., known as "MERS". This Assignment is recorded at Record Book 2016, Page 5627.
15. MERS subsequently assigned this mortgage to CitiMortgage, Inc.
16. CitiMortgage, Inc. is currently sending statements under Account No. 1120036637-2. A copy of a statement is attached as Exhibit "C".
17. Plaintiff's name was not on the original Final Truth-in-Lending Disclosure at the closing that occurred on April 28, 2003.
18. Plaintiff's name was added to the Final Truth-in-Lending Disclosure subsequent to April 28, 2003. Plaintiff did not sign the Final Truth-in-Lending Disclosure.

19. A copy of the Final Truth-in-Lending X is attached hereto as Exhibit "D".
20. Plaintiff's name was not on the original Notice of Right to Cancel dated April 28, 2003. The signature purported to be her signature was added to the document on April 29, 2003. Plaintiff, Terry L. Herb, did not sign the Notice of Right to Cancel. A copy of the Notice of Right to Cancel is attached as Exhibit "E".
21. Plaintiff's name did not appear on the Settlement Statement for the transaction. A copy of the Settlement Statement is attached hereto as Exhibit "F".
22. In order for the mortgage, recorded in Record Book 1565, at Page 8810, to be a valid lien on the property located at 333 Newcomer Road, Windsor, PA 17366, the Plaintiff, Terry L. Herb, would have been required to sign the mortgage.
23. Since Plaintiff did not sign the mortgage, the Final Truth-in-Lending Disclosure, and the Notice of Right to Cancel, the mortgage recorded in Record Book 1565, Page 8810, which was subsequently assigned to Cendant Mortgage Corporation at Record Book 1636, Page 7422; and, which was subsequently assigned to MERS at Record Book 2016, at Page 5627; and, ultimately assigned to CitiMortgage, Inc., is not a valid recorded mortgage.

**WHEREFORE**, Plaintiff respectfully requests that the Court enter an Order Quieting the Title to the property at 333 Newcomer Road, Windsor, PA 17366 with an Order stating that the mortgage recorded at Record Book 1565, at Page 8810 on May 3, 2003 is not a lien on said real estate described in Exhibit "A".

Dated: 6-10-11

Respectfully Submitted,



---

Darrell C. Dethlefs, Esquire  
Attorney Id. No.: 58805  
2132 Market Street  
Camp Hill, PA 17011  
(717) 975-9446

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**TERRY L. HERB,**  
**Plaintiff**

**v.**

**CITIMORTGAGE, INC.,**  
**Defendant**

**IN THE COURT OF COMMON PLEAS**  
**YORK COUNTY, PENNSYLVANIA**

**No.:**

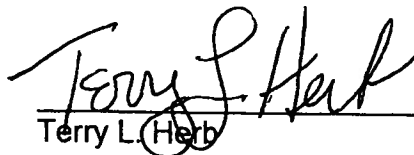
**COMPLAINT**

**VERIFICATION**

I hereby verify that the statements of fact made in the foregoing documents are true and correct to the best of my knowledge, information and belief. I understand that any false statements therein are subject to the criminal penalties contained in 18 Pa C. S. § 4904, relating to unsworn falsification to authorities.

Date:

6-16-11

  
Terry L. Herb

**Legal Description  
333 Newcomer Road  
Windsor, PA 17366**

**ALL** the following described tract of land, with any improvements thereon erected, situate in Lower Windsor Township, York County, Pennsylvania, being Lot No. 1 on a Plan of Lots prepared for George S. & Miriam Haugh, by Lowell K. Thomas, R.D., dated January 1, 1981, and recorded in York County Plan Book CC, Page 504, being more fully bounded and described as follows:

**BEGINNING** at a point on the East side of Newcomer Road (T-733), at corner of Lot No. 4; then along Lot No. 4, South thirty-six (36) degrees twenty-one (21) minutes fifty (50) seconds East, Two hundred seventy-four and ninety-seven hundredths (274.97) feet to a point; then continuing along Lot No. 4 and Lots No. 3 and No. 2, North sixty (60) degrees twenty-five (25) minutes thirty-five (35) seconds East, four hundred sixty-six and forty hundredths (466.40) feet to a point at lands now or formerly of Barry's Mobile Home Park; then along said lands now or formerly of Barry's Mobile Home park, South thirty-six (36) degrees fifty-eight (58) minutes thirty (30) seconds East, four hundred seventy-five and twenty-seven hundredths (475.27) feet to an iron pin at lands now or formerly of Richard Royston; then along lands now or formerly of Richard Royston, South fifty-one (51) degrees thirty-one (31) minutes thirty (30) seconds West, five hundred thirty and sixty-four hundredths (530.64) feet to a stone; then continuing along the same, South fifty (50) degrees thirty-one (31) minutes twenty (20) seconds West, Ninety-nine and eighty-five (99.85) feet to a stone at lands now or formerly of Lincoln Smeltzer; then along lands now or formerly of Lincoln Smeltzer, North thirty-eight (38) degrees fifteen (15) minutes zero (0) seconds West, five hundred fifty-two and ninety-three hundredths (552.93) feet to an axle at lands now or formerly of George D. Newcomer; then along lands now or formerly of George D. Newcomer, North fifty-two (52) degrees twenty-five (25) minutes thirty (30) seconds East, one hundred thirty (130.00) feet to an axle; then continuing along the same, North thirty-six (36) degrees twenty-one (21) minutes fifty (50) seconds West, Two hundred seventy-six and forty-one hundredths (276.41) feet to a point in the East side of Newcomer Road (T-733); then along, in and through said Newcomer Road (T-733), North fifty-five (55) degrees seventeen (17) minutes twenty-one (21) seconds East, fifty and two hundredths (50.02) feet to a point at Lot No. 4, the point and place of **BEGINNING**. **CONTAINING 7.942 acres.**



03/02/2010 10:46 7179752309

DETHLEFS-PYKOSH LAW

PAGE 03/13

BOOK PAGE  
1565 8810YORK COUNTY  
ASSESSMENT OFFICE

0227603

## Prepared By:

Jamie Drayton, Allfirst a Division  
of Manufacturers Traders Trust  
3000 Leadenhall Road Mount Laurel,  
NJ 08054

## Return To:

Allfirst a Division of  
Manufacturers Traders Trust Company  
2001 Bishops Gate Blvd. Mount  
Laurel, NJ 08054

Parcel Number: 35-000-NL-0109

Loan #: 0022443741

[Space Above This Line For Recording Data]

## MORTGAGE

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 28th, 2003 together with all Riders to this document.

(B) "Borrower" is Scott W Herb, A MARRIED MAN, and TERRY L. HERB, his wife,

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Allfirst a Division of Manufacturers and Traders Trust Company

Lender is a Corporation

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

VMP - 8(PA) 00001

Page 1 of 18

Initials: SA JHA

VMP MORTGAGE FORM - (800) 821-7291

EXHIBIT

B

Original



BOOK PAGE  
1565 8811

organized and existing under the laws of New York  
Lender's address is 1 M&T Plaza Buffalo, NY 14240

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated April 28th, 2003  
The Note states that Borrower owes Lender Two Hundred Seven Thousand Five Hundred  
Forty-Four Dollars and Zero Cents Dollars  
(U.S. \$207,544.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than May 1st, 2033

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the  
Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges  
due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following  
Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,  
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,  
non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other  
charges that are imposed on Borrower or the Property by a condominium association, homeowners  
association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by  
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic  
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit  
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller  
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse  
transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid  
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)  
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the  
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the  
value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,  
the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the  
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

Original

BOOK PAGE  
1565 8812

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the COUNTY [Type of Recording Jurisdiction] of YORK [Name of Recording Jurisdiction]:

which currently has the address of 333 NEWCOMER ROAD

WINDSOR

("Property Address"):

[City], Pennsylvania 17366

[Street]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Original

03/02/2010 10:45 7179752309

DETHLEFS-PYKOSH LAW

PAGE 06/13

RightFax

2/20/2003 4:59 PM PAGE 1/5 RightFax

BOOK PAGE 1565 8813

Page 4 of 4

Customer Name: SCOTT W HERB

Application #: 0022443741

Order #: 3380660

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN TOWNSHIP OF LOWER WINDSOR, YORK COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1368, PAGE 5997, ID# 35-HL-109, BEING KNOWN AND DESIGNATED AS METES AND BOUNDS PROPERTY.

DEED FROM TERRY L. STRONG NOW AND TERRY L. HERB AND SCOTT W. HERB, HUSBAND AND WIFE AS SET FORTH IN DEED BOOK 1368, PAGE 5997 DATED 06/18/1999 AND RECORDED 06/25/1999, YORK COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

03/02/2010 10:46 7179752309

DETHLEFS-PYKOSH LAW

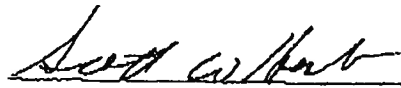
PAGE 07/13


BOOK PAGE  
1565 8825

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



 (Seal)  
Scott W Herb -Borrower

 (Seal)  
Terry L. Herb -Borrower

RECORDER OF DEEDS  
YORK COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
2008042214

RECORDED ON  
May 06, 2003  
2:18:53 PM

SES/ACCESS TO JUSTICE \$10.00

AFFORDABLE HOUSING \$11.00

PTN NUMBER FEES \$2.00

RECORDING FEES \$39.00

STATE WRIT TAX \$0.50

COUNTY ARCHIVES FEE \$2.00

RDC ARCHIVES FEE \$3.00

TOTAL \$58.00

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower


(Seal)  
-Borrower

(Seal)  
-Borrower

INV: 395528 USER: DEF  
CUSTOMER  
TRI-COUNTY ABSTRACT

I Certify This Document To Be  
Recorded In York County, Pa.



  
Recorder of Deeds

1200-8(PA) (0008)

Page 18 of 18

Form 3038 1/01

BOOK PAGE  
1565 8826

## Certificate of Residence

I, ~~Jamie Drayton~~ Shelley D. Pinckney, do hereby certify that  
the correct address of the within-named Mortgagee is 1 M&T Plaza Buffalo, NY 14240

Witness my hand this 28th

day of April, 2003

Shelley D. Pinckney  
~~Jamie Drayton~~ Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, ~~YORK~~ Cumberland County ss:

On this, the 28th day of April, 2003, before me, the  
undersigned officer, personally appeared, Scott W Herb  
and Terry L. Herb

known to me (or  
satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:



Shelley D. Pinckney  
Notary Public  
Title of Officer

Notarial Seal  
Shelley D. Pinckney, Notary Public  
Camp Hill Boro, Cumberland County  
My Commission Expires Nov. 1, 2004  
Member, Pennsylvania Association of Notaries

**Account Information**

Statement Date: 01/15/10  
 Property Address: 333 NEWCOMER RD  
 WINDSOR PA 17366

ACCOUNT NUMBER: 1120036637-2

Type of Mortgage FIXED RATE LOAN  
 Principal Balance \$186,795.61  
 Interest Rate 5.87500%  
 Interest Year to Date \$916.05

Page 1 of 3

**CitiMortgage**

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Customer service 1-800-283-7918\*  
 \*Calls are randomly monitored and recorded to ensure quality service.



Would you like an easier way to make your mortgage payment?  
 Sign up for E-Z Pay today.

SIS0071D-264090152010AE08-01/15/10-7-129121-1

SCOTT W HERB  
 333 NEWCOMER RD  
 WINDSOR PA 17366-8485



NNNNNNNNNNNNNNNN  
 264090150091210001

**Account Activity**

	PAYMENTS RECEIVED	CURRENT PAYMENT DUE
Date	01/15/10	02/01/10
Principal	\$311.66	\$313.19
Interest	\$916.05	\$914.52
Servicing Fees	\$15.00	
<b>Total Amount</b>	<b>\$1,242.71</b>	<b>\$1,227.71</b>

This is confirmation of your 01/15/10 phone pay transaction authorized from  
 Checking Account #\*\*\*\*\*1103, in the amount of \$1,242.71, including fee.

**Monthly Highlights**

Due to year-end processing, payments received between 10 p.m. and Midnight ET on  
 December 31, 2009, will be posted in January 2010, but credited for December 31, 2009.

A tax and interest statement for 2009 income tax purposes is either enclosed with this billing  
 statement or will be mailed separately by January 31, 2010.

CMI-SSREG-1009

**Detach and return the bottom portion with payment.** Retain the top portion for your records.

Account Number: 1120036637-2

SCOTT W HERB

Please designate how you want us to apply any additional funds.  
 Undesignated funds first pay outstanding late charges and fees, then  
 principal. Once paid, additional funds cannot be returned.

☐ Please check box to indicate mailing address/phone number changes  
 and enter on reverse side.

Include account number on check and make payable to:



CITIMORTGAGE, INC.

PO BOX 183040

COLUMBUS OH 43218-3040



	Due Date:	Total Amount Due:
See detail below:	02/01/10	\$1,227.71
Additional Principal:	\$	
Additional Escrow:	\$	
If payment received after: 02/16/10	\$	
Add late charge of: \$61.26	\$	
Additional Monthly Payment:	\$	
<b>Total Amount Enclosed</b>	<b>\$</b>	

Please do not send cash. Please allow 7 to 10 days for postal delivery.  
 To ensure timely processing of your mortgage payment, please use the enclosed envelope and coupon. Do not include account inquiries with your payment.

011200366372 0000122771 0000128897 0000122771

**FINAL TRUTH-IN-LENDING DISCLOSURE**

LENDER: Allfirst a Division of Manufacturers Traders Trust Company  
 DATE PREPARED: 4/24/2003  
 LOAN NUMBER: 0022443741  
 BORROWER: Scott W Herb  
 CURRENT ADDRESS: 333 NEWCOMER ROAD, WINDSOR, PA 17366

ANNUAL PERCENTAGE RATE The cost of your credit at a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
5.9552 %	\$ 236,208.58	\$ 205,758.37	\$ 441,966.95

Payments: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due - Monthly Beginning
359	1,227.71	06/01/2003
1	1,219.06	05/01/2033

Demand Feature: ☒ This obligation does not have a demand feature. ☐ This obligation has a demand feature.

Adjustable Rate: ☒ This loan does not have a variable rate feature. ☐ This loan has a variable rate feature.  
 Disclosure has been provided to you.

Late Charge: If a payment is more than 15 days late, you will be charged 5.00 % of the total monthly principal and interest payment.

Prepayment: If you pay off early you:

☐ may ☒ will not have to pay a penalty.  
☐ may ☒ will not be entitled to a refund of part of the finance charge.

Security: You are giving us a security interest in: 333 NEWCOMER ROAD, WINDSOR, PA 17366

☐ The property being purchased.  
☒ The property being refinanced.  
☐ 333 NEWCOMER ROAD, WINDSOR, PA 17366

Insurance: Property Insurance or Fire and extended coverage is required as a condition of your loan. In addition, if the property securing this loan is located in a flood hazard area, you will be required to purchase flood insurance. You may obtain insurance from anyone you want that is acceptable to Lender.

Assumption: ☐ Someone buying your house may be allowed to assume the remainder of the mortgage on the original terms (subject to certain conditions). ☒ Someone buying your house cannot assume the remainder of the mortgage on the original terms.

See your contract documents for any additional information about prepayment refunds, penalties, any required prepayment in full before the scheduled date, non-payment and default.

☐ All dates and numerical disclosures except the late payment disclosures are estimates.

This is neither a contract nor commitment to lend.

I/We acknowledge receiving and reading a complete copy of this disclosure.

Scott W Herb 4/26/03  
 Scott W Herb BORROWER/DATE

BORROWER/DATE

JH Herb 4-29-03  
 BORROWER/DATE

BORROWER/DATE



Original

## NOTICE OF RIGHT TO CANCEL

## REFINANCE

LENDER: Allfirst a Division of Manufacturers Traders Trust Company

DATE: April 24th, 2003

BORROWERS/ OWNERS , Scott W Herb

LOAN NO.: 0022443741

TYPE: Conventional

ADDRESS 333 NEWCOMER ROAD

CITY/STATE/ZIP WINDSOR, PA 17366

PROPERTY 333 NEWCOMER ROAD, WINDSOR, PA 17366

## YOUR RIGHT TO CANCEL

You are entering into a new transaction to increase the amount of credit previously provided to you. Your home is the security for this new transaction. You have a legal right under federal law to cancel this new transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs last:

- (1) The date of the transaction, which is April 28th, 2003 ; or
- (2) The date you received your Truth-In-Lending disclosures; or
- (3) The date you received this notice of your right to cancel.

If you cancel this new transaction, it will not affect any amount that you presently owe. Your home is the security for that amount. Within 20 calendar days after we receive your notice of cancellation of this new transaction, we must take the steps necessary to reflect the fact that your home does not secure the increase of credit. We must also return any money you have given to us or anyone else in connection with this new transaction.

You may keep any money we have given you in this new transaction until we have done the things mentioned above, but you must then offer to return the money at the address below.

If we do not take possession of the money within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

## HOW TO CANCEL

If you decide to cancel this new transaction, you may do so by notifying us in writing, at:

Allfirst a Division of Manufacturers Traders Trust Company  
3000 Leadenhall Road Mount Laurel, NJ 08054  
Attention: Scott Robinson

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of May 1st, 2003 (or MIDNIGHT of the THIRD BUSINESS DAY) following the latest of the three events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

## I WISH TO CANCEL

CONSUMER'S SIGNATURE

DATE

Each Borrower/Owner in this transaction has the right to cancel. The exercise of this right by one Borrower/Owner shall be effective as to all Borrowers/Owners.

The undersigned each acknowledge receipt of two (2) copies of NOTICE OF RIGHT TO CANCEL and one (1) copy of the Federal Truth-In-Lending Disclosure.

*Scott W Herb* 4/28/03

Scott W Herb

Date

Date

*[Signature]* 4-29-03

Date

Date

Date

Date

Date

Date

For your convenience, you may contact your loan counselor with any questions at (800) 552-9262 extension 82224 or by fax at ( )

06456-00 (8/31/03)

07/07/03 6:46 PM



Original



OMB NO. 2502-0265

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT <b>SETTLEMENT STATEMENT</b>		<b>B.</b> OF LOAN: 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> <b>C.</b> 4. UNINS. 5. <input type="checkbox"/> VA 6. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: HERB.SCOTT 7. LOAN NUMBER: 0022443741 8. MORTGAGE INS CASE NUMBER:	
<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. <small>1.0 398 (HERB.SCOTT.FROMHERB.SCOTT.V)</small>			
<b>D. NAME AND ADDRESS OF BORROWER:</b>  SCOTT W. HERB		<b>E. NAME AND ADDRESS OF SELLER:</b>  ALL FIRST a Division of M & T Trust Company	
<b>G. PROPERTY LOCATION:</b> 333 NEWCOMER ROAD WINDSOR, PA 17366 YORK County, Pennsylvania		<b>H. SETTLEMENT AGENT:</b> 23-2402316 PURITY ABSTRACT COMPANY  <b>PLACE OF SETTLEMENT</b> 3329 Market Street Camp Hill, PA 17011	
		<b>I. SETTLEMENT DATE:</b>  April 28, 2003  Disburse: 05/02/03	

<b>J. SUMMARY OF BORROWER'S TRANSACTION</b> <b>100. GROSS AMOUNT DUE FROM BORROWER:</b> 101. Contract Sales Price 102. Personal Property 103. Settlement Charges to Borrower (Line 1400) 24,735.07 104. Payoff first mortgage to GROVERS BANK, A DIVISION 133,724.65 105. Payoff second mortgage to FULTON BANK 48,781.87 <b>Adjustments For Items Paid By Seller in advance</b> 106. County/Twp Taxes to 107. City Tax to 108. School Tax to 109. 110. 111. 112. <b>120. GROSS AMOUNT DUE FROM BORROWER</b> 207,241.59 <b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b> 201. Deposit or earnest money 202. Principal Amount of New Loan(s) 207,544.00 203. Existing loan(s) taken subject to 204. POINTS PD UPFRONT 130.50 205. 206. 207. 208. 209. <b>Adjustments For Items Unpaid By Seller</b> 210. County/Twp Taxes to 211. City Tax to 212. School Tax to 213. 214. 215. 216. 217. 218. 219. <b>220. TOTAL PAID BY/FOR BORROWER</b> 207,674.50 <b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b> 301. Gross Amount Due From Borrower (Line 120) 207,241.59 302. Less Amount Paid By/For Borrower (Line 220) ( 207,674.50) <b>303. CASH ( FROM ) ( X TO ) BORROWER</b> 432.91	<b>K. SUMMARY OF SELLER'S TRANSACTION</b> <b>400. GROSS AMOUNT DUE TO SELLER:</b> 401. Contract Sales Price 402. Personal Property 403. 404. 405. <b>Adjustments For Items Paid By Seller in advance</b> 406. County/Twp Taxes to 407. City Tax to 408. School Tax to 409. 410. 411. 412. <b>420. GROSS AMOUNT DUE TO SELLER</b> <b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b> 501. Excess Deposit (See Instructions) 502. Settlement Charges to Seller (Line 1400) 503. Existing loan(s) taken subject to 504. Payoff of first Mortgage 505. Payoff of second Mortgage 506. 507. 508. 509. <b>Adjustments For Items Unpaid By Seller</b> 510. County/Twp Taxes to 511. City Tax to 512. School Tax to 513. 514. 515. 516. 517. 518. 519. <b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b> <b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b> 601. Gross Amount Due To Seller (Line 420) 602. Less Reductions Due Seller (Line 520) ( <b>603. CASH ( TO ) ( FROM ) SELLER</b> 0.00
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The undersigned hereby acknowledge receipt of a completed copy of pages 1&amp;2 of this statement &amp; any attachments referred to herein.

Borrower

SCOTT W. HERB

Seller

EXHIBIT

tabbles

F

## L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price				\$	@	%	PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:								
701. \$	to							
702. \$	to							
703. Commission Paid at Settlement								
704.	to							
800. ITEMS PAYABLE IN CONNECTION WITH LOAN								
801. Loan Origination Fee	%	to						
802. Loan Discount	%	to						
803. Appraisal Fee	to	STARS			\$325 POC			
804. Credit Report	to	FNMA FIRST AMERICAN			\$15 POC			
805. APPLICATION FEE	to	ALLFIRST			\$425 POC			
806. Flood Cert Fee	to	STARS			\$19.50 POC			
807. Tax Service Fee	to							
808. Document Prep Fee		ALLFIRST			\$85 POC			
809.								
810.								
811.								
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE								
901. Interest From 05/02/03 to 05/01/03	@	\$	33.870000/day	(	-1 days	%)		-33.87
902. Mortgage Insurance Premium for	months to							
903. Hazard Insurance Premium for	1.0 years to	ALLSTATE INSURANCE				\$543 POC		
904.								
905.								
1000. RESERVES DEPOSITED WITH LENDER								
1001. Hazard Insurance	months @	\$		per month		WAIVED		
1002. Mortgage Insurance	months @	\$		per month		WAIVED		
1003. County/Twp Taxes	months @	\$		per month		WAIVED		
1004. City Tax	months @	\$		per month				
1005. School Tax	months @	\$		per month		WAIVED		
1006.	months @	\$		per month				
1007.	months @	\$		per month				
1008. AGGREGATE ESCROW ADJ.	months @	\$		per month			0.00	
1100. TITLE CHARGES								
1101. Settlement or Closing Fee	to	PURITY ABSTRACT COMPANY					395.00	
1102. Abstract or Title Search	to	ATM CORPORATION OF AMERICA					150.00	
1103. Title Examination	to							
1104. Insured Closing Letter	to							
1105. Document Preparation	to							
1106. Notary Fees	to	CASH					12.00	
1107. Attorney's Fees	to							
(includes above item numbers: )								
1108. Title Insurance	to	TITLE INSURANCE NOT REQUIRED						
(includes above item numbers: )								
1109. Lender's Coverage	\$							
1110. Owner's Coverage	\$							
1111.								
1112. Overnight Fee/payoffs	to	PURITY ABSTRACT COMPANY					31.00	
1113.								
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES								
1201. Recording Fees: Deed \$		; Mortgage \$	68.00;		Releases \$		68.00	
1202. City/County Tax/Stamp: Deed				; Mortgage				
1203. State Tax/Stamp: Revenue Stamp				; Mortgage				
1204.		RECORDER OF DEEDS						
1205.		RECORDER OF DEEDS						
1300. ADDITIONAL SETTLEMENT CHARGES								
1301. Survey	to							
1302. Pest Inspection	to							
1303. 3RD MORTGAGE PAYOFF	to	FULTON BANK					24,112.94	
1304.								
1305.								
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)							24,735.07	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.


  
PURITY ABSTRACT COMPANY  
Settlement Agent

Certified to be a true copy.